



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 15, 2018

  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

IN RE:	§	
	§	CASE NO. 16-41005-rfn
JAMES LEE BRADBERRY AND TIFFANY	§	CHAPTER 13
HARE BRADBERRY,	§	
	§	<i>Preliminary Hearing scheduled</i>
DEBTORS.	§	<i>for May 9, 2018 at 9:30 a.m.</i>

**AGREED ORDER ON MOTION FOR RELIEF FROM STAY**

On this day came on to be heard the Motion for Relief from Stay filed by INDEPENDENT BANK ("INDEPENDENT" or "Movant") on April 20, 2018 [Docket No. 61] (the "Motion"). Counsel for Movant and for Debtors announced they had reached an agreement as to the matters in controversy. It is therefore, ORDERED, ADJUDGED AND DECREED that:

1. On or before June 8, 2018, Debtors and/or TCAMM DOOR & GATE, LLC ("TCAMM") shall pay to INDEPENDENT sufficient funds to pay in full (including accrued but unpaid interest, costs and reasonable attorneys' fees) that certain promissory note dated August 25,

2014 (the "Note"), which Note is secured by a 2015 Suburban vehicle (the "Vehicle") more particularly described in the Motion. Such payment must be received by Movant no later than 5:00 p.m. CST on June 8, 2018. As of this date, the amount due and owing on the Note is \$26,168.84 and such amount continues to increase daily.

2. In the event Debtors fail to pay Movant in full as provided in Paragraph 1, Debtors agree to surrender the Vehicle more particularly described in the Motion to Movant no later than 5:00 P.M. on June 8, 2018 at a mutually agreed upon location.

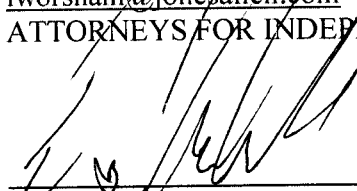
3. In the event Debtors fail to pay Movant in full as provided in Paragraph 1, the automatic stay afforded by 11 U.S.C. § 362 shall be terminated immediately as to Movant without the necessity of further order of this Court in order to permit Movant to exercise all of its available remedies under the loan documents and applicable law as to the indebtedness and as to the Vehicle particularly described in the Motion and the exhibits attached thereto, including but not limited to the repossession and sale of such Vehicle. In such event, Movant shall file a Notice of Termination of Stay with the Court to evidence the termination of the stay.

### END OF ORDER ###

**AGREED:**

/s/ Laura L. Worsham

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